



## Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

July 21, 2020

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

RE: Florida Gas Transmission Company, LLC  
Non-Conforming Agreement with Negotiated Rates  
Docket No. RP20-\_\_\_\_\_

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the tariff records listed on Appendix A to its FERC NGA Gas Tariff, Original Volume No. 1-A, proposed to be effective on August 1, 2020.

### STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with Sections 154.1(d) and 154.112(b) of the Commission's Regulations, is to file herein an executed copy of the Rate Schedule FTS-WD-2 non-conforming service agreement with Entergy Louisiana, LLC (ELL).

On November 1, 2018, FGT filed in Docket No. CP19-12-000, a prior notice request pursuant to the Commission's regulations under the Natural Gas Act and FGT's blanket certificate issued in Docket No. CP82-553-000, for authorization to construct/modify, own, maintain and operate, certain natural gas mainline facilities for its East Louisiana Project (Project). ELL has contracted for 75,000 MMBtu/day on the in-service date of the Project under FGT's Rate Schedule FTS-WD-2. The Project facilities being constructed pursuant to the prior notice request and authorization will be ready for service on August 1, 2020.

The service agreement filed herein contains a non-conforming term of service that deviates from the creditworthiness provisions in FGT's General Terms and Conditions. The negotiated creditworthiness provisions are contained in Exhibit D of the service agreement. FGT requests that the Commission find the non-conforming negotiated credit provisions reflect unique circumstances involved with constructing new infrastructure, do not present a risk of undue discrimination, do not affect the operational conditions of providing service, and do not result in any customer receiving a different quality of service.

The service agreement filed herein also includes negotiated rates as detailed in the Negotiated Rate Agreement associated with the contract. The proposed tariff records provide the requisite information for negotiated rates including the name of the shipper, the negotiated rate, the type of service, the receipt and delivery points as well as the term applicable to the negotiated rate and the volume of gas to be transported under the negotiated rate agreement.

This filing contains a tariff record titled "Exhibits A, B, C" which will contain Exhibit A, Exhibit B and Exhibit C (if applicable). Exhibit C is used for amendments to the service agreement and is not applicable to an original service agreement. Therefore, there is no Exhibit C within the tariff record herein titled Exhibits A, B, C.

Appendix B attached hereto reflects the ELL executed service agreement compared to the Rate Schedule FTS-WD-2 form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff.

## IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff records submitted herein be accepted effective August 1, 2020, the effective date of the service agreement. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on August 1, 2020.

## CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- . A transmittal letter with Appendix A in PDF format
- . A clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- . A marked version of the proposed tariff changes in PDF format
- . Appendix B containing a marked version of the executed service agreement compared to the form of service agreement for Rate Schedule FTS-WD in FGT's Fifth Revised Volume No. 1 Tariff
- . A copy of the complete filing in PDF format for publishing in eLibrary

As the tariff records containing the new service agreement are new tariff records, there is no marked version of the Version 0.0.0 tariff records included in the Marked Tariff attachment.

## COMMUNICATIONS, PLEADINGS AND ORDERS

FGT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

**Michael T. Langston**<sup>1</sup>  
Vice President  
Chief Regulatory Officer  
Florida Gas Transmission Company, LLC  
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Houston, TX 77002  
(713) 989-7610  
(713) 989-1205 (Fax)  
[michael.langston@energytransfer.com](mailto:michael.langston@energytransfer.com)

**Kevin P. Erwin**<sup>1</sup>  
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[kevin.erwin@energytransfer.com](mailto:kevin.erwin@energytransfer.com)

**Deborah A. Bradbury**<sup>1 2</sup>  
Sr. Director – Regulatory Tariffs & Reporting  
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(713) 989-7571  
(713) 989-1205 (Fax)  
[debbie.bradbury@energytransfer.com](mailto:debbie.bradbury@energytransfer.com)

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<sup>1</sup> Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FGT to include additional representatives on the official service list.

<sup>2</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FGT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. FGT has posted this filing on its Internet web site accessible via <http://fgttransfer.energytransfer.com> under "Informational Postings, Regulatory."

Pursuant to Section 385.2005(a) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

***/s/ Deborah A Bradbury***

Deborah A. Bradbury  
Sr. Director – Regulatory Tariffs & Reporting

FLORIDA GAS TRANSMISSION COMPANY, LLC  
FERC NGA Gas Tariff  
Original Volume No. 1-A

Proposed to be Effective August 1, 2020

<u>Tariff Record Version</u>	<u>Description</u>	<u>Title</u>
12.0.0	Part I	Table of Contents
0.0.0	Contract No. 125351	Entergy Louisiana, LLC
0.0.0	Contract No. 125351	Exhibits A, B, C
0.0.0	Contract No. 125351	Exhibit D
0.0.0	Contract No. 125351	Negotiated Rate Agreement

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Contract No.	Reserved
Contract No.	Reserved
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FPL Exhibit B	Florida Power & Light Company

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Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
Contract No. 111145	Negotiated Rate Agreement
Contract No. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
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FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on August 1, 2020

(Version 0.0.0, Contract No. 125351) Entergy Louisiana, LLC

Option Code "A"

**SERVICE AGREEMENT**

Firm Transportation Service - Western Division

Rate Schedule FTS-WD-2

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into this 21st day of August, 2019, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Entergy Louisiana, LLC (herein called "Shipper"),

**WITNESSETH**

WHEREAS, Transporter has filed and received Prior Notice Authorization under its blanket certificate to construct/modify, own, maintain and operate certain natural gas mainline facilities and appurtenances at an existing compressor station site located in Perry County, Mississippi, and construct/modify/install, own, maintain and operate new regulation, valves, Electronic Flow Meter and Supervisory Control and Data Acquisition, and appurtenances, at an existing mainline valve site in Washington Parish, Louisiana, in order to provide interstate gas delivery to Entergy Louisiana, LLC located in Washington Parish, Louisiana (the "East Louisiana Project").

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

**ARTICLE I**  
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

**ARTICLE II**  
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

**ARTICLE III**  
Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.



**ARTICLE IV**  
**Rights to Amend Rates and Terms and Conditions of Service**

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD- 2, (b) Rate Schedule FTS-WD-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

**ARTICLE V**  
**Term of Agreement and Commencement of Service**

5.1 This Agreement shall become effective on the later of the In-Service Date of the East Louisiana Project (defined below) or August 1, 2020 (or such earlier effective date after the In-Service Date of the East Louisiana Project to which the Parties may mutually agree, in either case the "East Louisiana Project Effective Date") and shall continue in effect for ten (10) years (the "Primary Term"). The "In-Service Date of the East Louisiana Project" shall be the first day of the calendar month following the day on which Transporter is able to provide firm service from the primary points of receipt (set forth on Exhibit A) to the primary point of delivery (set forth on Exhibit B) at a delivery pressure of no lower than 575 psig under normal operating conditions. In accordance with provisions of Section 20 of the General Terms and conditions of Transporter's Tariff, Shipper has elected Rollover.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD-2.

**ARTICLE VI**  
**Point(s) of Receipt and Delivery and Maximum Daily Quantities**

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

**ARTICLE VII**  
**Notices**

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:           Entergy Louisiana, LLC  
                      c/o Entergy Services, LLC  
                      Attn: Manager, Fossil Fuel Supply  
                      10055 Grogans Mill Road, Suite 300  
                      The Woodlands, TX 77380  
                      Facsimile Number: (281) 297-3532  
                      Email: rtrushe@entergy.com

**ARTICLE VIII**  
**Construction of Facilities**

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

**ARTICLE IX**  
**Regulatory Authorizations and Approvals**

9.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD-2 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

**ARTICLE X**  
**Pressure**

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

**ARTICLE XI**  
**Other Provisions**

**ARTICLE XII**  
**Miscellaneous**

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A, B and D which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII  
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:  
None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By

[Signature]

Bolentickey

(Please type or print name)

Title

SVP Interstate

Date

8/21/19

SHIPPER

ENTERGY LOUISIANA, LLC

By

[Signature]

KIMBERLY COOK-NEELSON

(Please type or print name)

Title

VP, SYSTEM PLANNING + OPERATIONS

Date

19 AUGUST 2019

JP  
JL  
JAG  
DST

GSD  
[Signature]

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on August 1, 2020

(Version 0.0.0, Contract No. 125351) Exhibits A, B, C

Option Code "A"

**EXHIBIT A**  
**TO**  
**RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**ENTERGY LOUISIANA, LLC**  
**DATED**  
*August 21st*, 2019  
 Contract No. \_\_\_\_\_

Effective Date of this Exhibit A: This Exhibit shall be effective from the East Louisiana Project Effective Date and shall continue in effect for the Primary Term.

Point(s) of Receipt

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>											
		<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
TRANSCO Citronelle FGT Mainline	71462	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.

**EXHIBIT B**  
**TO**  
**RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**ENTERGY LOUISIANA, LLC**  
**DATED**  
*August 21st*, 2019  
 Contract No. \_\_\_\_\_

**Effective Date of this Exhibit B:** This Exhibit shall be effective from the East Louisiana Project Effective Date and shall continue in effect for the Primary Term.

Point(s) of Delivery

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>											
		<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Entergy Washington	TBD	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000

**Delivery Pressure Obligation:** Transporter shall make deliveries on Shipper's behalf up to Shipper's Maximum Daily Quantity at the Primary Delivery Point at a pressure sufficient to enter the downstream facilities at a pressure of no lower than 575 psig under normal operating conditions.

Quantities are exclusive of Fuel Reimbursement.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on August 1, 2020

(Version 0.0.0, Contract No. 125351) Exhibit D

Option Code "A"

EXHIBIT D  
TO  
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT  
BETWEEN  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
AND  
ENTERGY LOUISIANA, LLC

DATED  
*August 21st*, 2019

Contract No. \_\_\_\_\_

CREDIT AGREEMENT



CREDIT AGREEMENT

Creditworthiness

TO  
FLORIDA GAS TRANSMISSION COMPANY LLC

RATE SCHEDULE FTS-WD-2  
TRANSPORTATION AGREEMENT NO \_\_\_\_\_  
DATED 7/26/2018

CREDIT AGREEMENT

This Credit Agreement ("Credit Agreement") dated as of this day of July, 2018, is by and between Florida Gas Transmission Company, LLC ("Transporter") and Entergy Louisiana, LLC ("ELL" or "Shipper"). Transporter and Shipper may sometimes be referred to herein individually as a "Party", or together as the "Parties".

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement concerning the uprate of Compressor Station 10 and the upgrade to existing mainline regulation stations, (the "East Louisiana Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-WD-2 Agreement (the "FTS-WD-2 Agreement"); and

WHEREAS, pursuant to Section 9 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations and the level of expanded capacity subscribed under the Precedent Agreement and the FTS-WD-2 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(A) An entity shall be deemed "Creditworthy" hereunder, as of a particular time, if:

(i) its long-term unsecured debt instruments, at such time, are rated at least BBB- by Standard & Poor's Ratings Services or its successor ("S&P") and at least Baa3 by Moody's Investor Services, Inc. or its successor ("Moody's") (any such rating, as applicable, a "Debt Rating"), provided, however, that if Shipper is rated by either S&P or Moody's alone, that Debt Rating alone shall be determinative. In the event the Debt Rating is BBB- and/or Baa3,

respectively, the long-term outlook shall be either Stable or Positive. In the event Shipper has no Debt Ratings, the S&P long-term issuer Credit Rating or Moody's long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, "Debt Rating". In the event that the Debt Rating issued by S&P and Moody's are at levels that are not equivalent, the lower rating shall apply to determine Creditworthiness.

For the avoidance of any doubt, in the event Shipper does not have unsecured debt ratings by S&P or by Moody's at the time of the execution of the PA, but subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness, such Debt Rating(s) shall serve as original Debt Ratings effective as of execution of the PA.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on consistent financial evaluation of Shipper's audited financial statements to determine the acceptability of such entity's overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years prepared in conformity with generally accepted accounting principles ("GAAP") in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements for a particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer's knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of this Precedent Agreement and the FTS-WD-2 Agreement, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider.

(iv) Regarding the provision of any audited financial statements herein, Shipper shall be deemed to have complied with such and consequently have no obligation to provide audited financial statements provided Shipper's, or Shipper's credit support provider's audited financial statements are available via a publicly accessible forum, such as EDGAR or MSRB EMMA.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an absolute, irrevocable, unconditional guaranty in a form satisfactory to Transporter ("Guaranty"), from a direct or indirect parent or affiliate of Shipper or other third party that is deemed "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations in an amount sufficient to cover three months service under this Precedent Agreement and the FTS-WD-2 Agreement; or

(ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a financial institution acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement and the FTS-WD-2 Agreement ("Credit Support") for the entire term of this Precedent Agreement and the FTS-WD-2 Agreement, as may be extended from time to time, and in either case equal to cover three months service due from Shipper for the Contract MDQ under the FTS-WD-2 Agreement during the term of this Precedent Agreement and the FTS-WD-2 Agreement, as may be extended from time to time

(C) At any time while either this Precedent Agreement or the Primary Term of the FTS-WD-2 Agreement is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) any financial institution that is supporting a letter of credit in favor of Transporter in accordance with Section 1(B)(ii) hereof is no longer reasonably acceptable to Transporter, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative credit support in accordance with either Section 1(B)(i) or Section 1(B)(ii).

(D) For any irrevocable standby letter of credit that is provided to Transporter pursuant to Section 1(B)(ii) (any such letter of credit, "Shipper's Letter of Credit"), such Shipper's Letter of Credit shall permit partial draws and shall have an expiry date no sooner than the shorter of (i) twelve (12) calendar months after issuance thereof and (ii) thirty (30) days after the end of the term of the Precedent Agreement and the Primary Term of the FTS-WD-2 Agreement. With respect to any Shipper's Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and the Primary Term of the FTS-WD-2 Agreement. All extensions, amendments and replacements of any Shipper's Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper's Letter of Credit, or in a form otherwise reasonably satisfactory to Transporter; provided, however, that any automatic renewal or extension of Shipper's Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Shipper's Letter of Credit upon (a) failure to make payment when due under either this Precedent Agreement or the FTS-WD-2 Agreement; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such

draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper's Letter of Credit, in which case the amount drawn shall be returned to Shipper; provided, however, that if Transporter incurs any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under either this Precedent Agreement or the FTS-WD-2 Agreement, such monies shall be applied against the same. If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit. Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which both the Precedent Agreement and the Primary Term of the FTS-WD-2 Agreement have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-WD-2 Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

(E) Credit Support in the form of a cash deposit or proceeds from draws under Shipper's Letter of Credit shall first be applied to the non-payment that triggered the use of the credit support by Transporter and then may be applied by Transporter, in its sole discretion, against any losses, costs, expenses or damages as a result of a breach by Shipper of any of its obligations (including a breach arising out of the termination or rejection of either the Precedent Agreement or the FTS-WD-2 Agreement under the U.S. Bankruptcy Code or other applicable insolvency legal requirements) under either the Precedent Agreement or the FTS-WD-2 Agreement for which Transporter is legally entitled to receive payment. If drawn in part or in whole, Shipper shall within eight (8) business days thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(i) or Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), Shipper's Guaranty, Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper or Shipper's Credit Support provider within five (5) business days after written demand is received by Transporter, provided, however, that the provisions of Section 1(B) shall again apply should Shipper fail to be "Creditworthy" at any time thereafter.

(G) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any Credit Support in the form of a Guaranty or cash deposit held by Transporter shall terminate automatically and be returned to Shipper on or before the thirtieth (30th) day after the date on which all of Shipper's payment obligations under the FTS-WD-2 Agreement

(through its Primary Term) (including, without limitation, any damages arising therefrom) have been fulfilled.

(1) Except to the extent of any amounts paid to the Transporter, the use, application or retention of Credit Support, or any portion thereof, by Transporter shall not (subject to any applicable limitations on damages to which Transporter has agreed in writing) prevent Transporter from exercising any other right or remedy provided under the Precedent Agreement, the FTS-WD-2 Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2 Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC  
1300 Main St  
Houston, Texas 77056-5306  
Attention: Manager - Interstate Credit Risk

with copy to:

Florida Gas Transmission Company, LLC  
1300 Main St.  
Houston, Texas 77056-5306  
Attention: Commercial Operations

Shipper: Entergy Louisiana, LLC  
c/o Entergy Services, Inc.  
Attn: Vice President, System Planning  
10055 Grogans Mill Road, Suite 300  
The Woodlands, TX 77380  
Facsimile number: (281) 297-3929

with a copy to:

Energy Services, Inc.  
Attn: Assistant General Counsel  
10055 Grognns Mill Road, Suite 300  
The Woodlands, TX 77380  
Facsimile number: (281) 297-3947

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery; provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS CREDIT AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS OR MONTGOMERY COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT, THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS-WD-2 Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS-WD-2 Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS-WD-2 Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. Counterparts. This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written

Florida Gas Transmission Company, LLC

Entergy Louisiana, LLC

By: [Signature]

By: [Signature]  
KIMBERLY FONTANA

Title: VP. NATURAL GAS [Signature]

Title: VP. SPO

Date: 7.26.18

Date: 7.13.18 [Signature]

[Signature]  
MP

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on August 1, 2020

(Version 0.0.0, Contract No. 125351) Negotiated Rate Agreement

Option Code "A"





## Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

August 9, 2019

Mr. David Sommers  
Entergy Louisiana, LLC  
c/o Entergy Services, LLC  
10055 Grogans Mill Road, Suite 300  
The Woodlands, TX 77380

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-WD-2, Contract No. \_\_\_\_\_

Dear Mr. David Sommers:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this <sup>21<sup>st</sup></sup> day of August, 2019 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Entergy Louisiana, LLC (“ELL” or “Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated July 26, 2018 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-WD-2 (“Service Agreement”).

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Service Agreement and/or in Transporter’s FERC Gas Tariff (which includes without limitation the rate schedules, General Terms and Conditions (GT&C), and forms of service agreement), as amended from time to time (“Tariff”).

1. **Negotiated Rates:** During the term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, the negotiated rate of a combined reservation fee and usage fee of \$.075 per MMBtu per day times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable current and future surcharges (hereinafter referred to as the “Negotiated Rate”).
2. **Applicability of Negotiated Rates:** Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the primary receipt and primary delivery points and all alternative receipt and delivery points located in Transporter’s Western Division. In the event that Shipper releases its firm transportation rights under the Service

Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.

3. Effect of Negotiated Rate: Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. No Refund Obligations: If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
5. Transporter's Tariff: Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.
6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term.
7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. This Agreement and the Negotiated Rate set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification. Should FERC disallow, modify or condition approval of any

material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

8. Entire Agreement: This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.
9. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

If the foregoing accurately sets forth your understanding of the matters covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

Florida Gas Transmission Company, LLC

By: Beth Hickley  
Name: Beth Hickley  
Title: SVP Interstate

GSD  
A R

ACCEPTED AND AGREED TO:

This 19 day of AUGUST, 2019

Entergy Louisiana, LLC

By: Kimberly Cook-Nelson  
Name: KIMBERLY COOK-NELSON  
Title: VP, SYSTEM PLANNING + OPERATIONS

JP  
JE  
ER

cc: Manager, Fossil Fuel Supply  
Assistant General Counsel

MARKED VERSION

PART I  
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Contract No.	Reserved
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FPL Exhibit B	Florida Power & Light Company

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Contract No. 111144	Duke Energy Florida, LLC
Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
Contract No. 111145	Negotiated Rate Agreement
Contract No. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
Contract No. 120703	Negotiated Rate Agreement
Contract No. 122314	Seminole Electric Cooperative, Inc.
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Contract No. 122314	Exhibit D
Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
Contract No. 122315	Exhibits A, B, C
Contract No. 122315	Exhibit D
Contract No. 122315	Negotiated Rate Agreement
Contract No. 122316	Seminole Electric Cooperative, Inc.
Contract No. 122316	Exhibits A, B, C
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Contract No. 122316	Negotiated Rate Agreement
Contract No. 122907	Shell Energy North America (US), L.P.
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<u>Contract No. 125351</u>	<u>Negotiated Rate Agreement</u>

Executed Service Agreement  
Compared to Rate Schedule FTS-WD-2 Form of Service Agreement  
In Florida Gas Transmission Company, LLC  
Fifth Revised Volume No. 1 Tariff

Entergy Louisiana, LLC

(Contract No. 125351)

SERVICE AGREEMENT  
Firm Transportation Service - Western Division  
Rate Schedule FTS-WD-2

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into this 21<sup>st</sup> day of August, 2019, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Entergy Louisiana, LLC (herein called "Shipper"),

WITNESSETH

WHEREAS, Transporter has filed and received Prior Notice Authorization under its blanket certificate to construct/modify, own maintain and operate certain natural gas mainline facilities and appurtenances at an existing compressor station site located in Perry County, Mississippi, and construct/modify/install, own, maintain and operate new mainline valves, Electronic Flow Meter and Supervisory Control an Data Acquisition, an appurtenances, at an existing mainline valve site in Washington Parish, Louisiana, in order to provide Interstate gas delivery to Entergy Louisiana, LLC located in Washington Parish, Louisiana (the 'East Louisiana Project').

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I  
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II  
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.



2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

### ARTICLE III

#### Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

### ARTICLE IV

#### Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, (b) Rate Schedule FTS-WD-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE V

#### Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective **on the later of the In-Service Date of the East Louisiana Project (defined below) or August 1, 2020 (or such earlier effective date after the In-Service Date of the East Louisiana Project to which the Parties may mutually agree, in either case the "East Louisiana Project Effective Date"** and shall continue in effect for ten (10) years (the "Primary Term"). The "In-Service Date of the East Louisiana Project" shall be the first day of the calendar month following the day on which Transporter is able to provide firm service from the primary points of receipt (set forth on Exhibit A) to the primary point of delivery (set forth on Exhibit B) at a delivery pressure no lower than

575 psig under normal operating conditions. In accordance with provisions of Section 20 of the General Terms and conditions of Transporter's Tariff, Shipper has elected Rollover. ~~[include end date of primary term and any applicable rollover or Right of First Refusal details].~~

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD-2.

#### ARTICLE VI

##### Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

#### ARTICLE VII

##### Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: **Entergy Louisiana, LLC**  
**c/o Entergy Services, LLC**  
**Attn: Manager, Fossil Fuel Supply**  
**1055 Grogans Mill Road, Suite 300**  
**The Woodlands, TX 77380**  
**Facsimile Number: (281) 297-3532**  
**Email: [rtrushe@entergy.com](mailto:rtrushe@entergy.com)**

Attention:  
Telephone No.  
Fax No.

ARTICLE VIII  
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX  
Regulatory Authorizations and Approvals

9.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD-2 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X  
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI  
Other Provisions

ARTICLE XII  
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A, B and D which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII  
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT A  
 TO  
 RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT  
 BETWEEN  
 FLORIDA GAS TRANSMISSION COMPANY, LLC  
 AND  
**ENTERGY LOUISIANA, LLC**  
 DATED  
**August 21<sup>st</sup>, 2019**  
**Contract No.** \_\_\_\_\_  
**Amendment No.** \_\_\_\_\_

Effective Date of this Exhibit A: **This Exhibit shall be effective from the East Louisiana Project Effective Date and shall continue in effect for the Primary Term.**

**Point(s) of Receipt**

<b><u>Point Description</u></b>	<b><u>Point</u></b>	<b><u>Maximum Daily Quantity IMMBtu</u></b>												
		<b><u>Jan</u></b>	<b><u>Feb</u></b>	<b><u>Mar</u></b>	<b><u>Apr</u></b>	<b><u>May</u></b>	<b><u>June</u></b>	<b><u>July</u></b>	<b><u>Aug</u></b>	<b><u>Sept</u></b>	<b><u>Oct</u></b>	<b><u>Nov</u></b>	<b><u>Dec</u></b>	
TRANSCO Citronelle FGT Mainline	71462	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.

EXHIBIT B  
TO  
RATE SCHEDULE FTS-WD\*2 SERVICE AGREEMENT  
BETWEEN  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
AND  
ENTERGY LOUISIANA, LLC  
DATED

August 21st. 2019

Contract No. \_\_\_\_\_

Amendment No \_\_\_\_\_

Effective Date of this Exhibit B: This Exhibit shall be effective from the East Louisiana Project Effective Date and shall continue in effect for the Primary Term.

Point(s) of Delivery

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>											
		Jan	Feb	Mar	Apr	June	July	Aug	Sept	Oct	Nov	Dec	
Entergy Washington	TBD	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000	75000

Delivery Pressure Obligation: Transporter shall make deliveries on Shipper's behalf up to Shipper's Maximum Daily Quantity at the Primary Delivery Point at a pressure sufficient to enter the downstream facilities at a pressure of no lower than 575 psig under normal operating conditions.

Quantities are exclusive of Fuel Reimbursement.

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**EXHIBIT D**  
**TO**  
**RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT**  
**BETWEEN**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**AND**  
**ENTERGY LOUISIANA, LLC**  
**DATED**  
**August 21<sup>st</sup>, 2019**  
**Contract No. \_\_\_\_\_**  
**CREDIT AGREEMENT**

**CREDIT AGREEMENT**

**Creditworthiness**

**TO**  
**FLORIDA GAS TRANSMISSION COMPANY LLC**  
**RATE SCHEDULE FTS-WD-2**  
**TRANSPORTATION AGREEMENT NO. \_\_\_\_\_**  
**DATED \_\_\_\_\_**

**CREDIT AGREEMENT**

This Credit Agreement (“Credit Agreement”), dated as of this \_\_ day of July, 2018, is by and between Florida Gas Transmission Company, LLC (“Transporter”) and Entergy Louisiana, LLC (“ELL” or “Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement concerning the uprate of Compressor Station 10 and the upgrade to existing mainline regulation stations, (the “East Louisiana Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-WD-2 Agreement (the “FTS-WD-2 Agreement”); and

WHEREAS, pursuant to Section 9 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations and the level of expanded capacity subscribed under the Precedent Agreement and the FTS-WD-2 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(A) An entity shall be deemed “Creditworthy” hereunder, as of a particular time, if:

(i) its long-term unsecured debt instruments, at such time, are rated at least BBB- by Standard & Poor’s Ratings Services or its successor (“S&P”) and at least Baa3 by Moody’s Investor Services, Inc. or its successor (“Moody’s”) (any such rating, as applicable, a “Debt Rating”), provided, however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. In the event the Debt Rating is BBB- and/or Baa3, respectively, the long-term outlook shall be either Stable or Positive. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody’s long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, “Debt Rating”. In the event that the Debt Rating issued by S&P and Moody’s are at levels that are not equivalent, the lower rating shall apply to determine Creditworthiness.

For the avoidance of any doubt, in the event Shipper does not have unsecured debt ratings by S&P or by Moody’s at the time the of the execution of the PA, but subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness, such Debt Rating(s) shall serve as original Debt Ratings effective as of execution of the PA.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on consistent financial evaluation of Shipper’s audited financial statements to determine the acceptability of such entity’s overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years prepared in conformity with generally accepted accounting principles (“GAAP”) in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements for a particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer’s knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the



statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of this Precedent Agreement and the FTS-WD-2 Agreement, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider.

(iv) Regarding the provision of any audited financial statements herein, Shipper shall be deemed to have complied with such and consequently have no obligation to provide audited financial statements provided Shipper's, or Shipper's credit support provider's audited financial statements are available via a publicly accessible forum, such as EDGAR or MSRB EMMA.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an absolute, irrevocable, unconditional guaranty in a form satisfactory to Transporter ("Guaranty"), from a direct or indirect parent or affiliate of Shipper or other third party that is deemed "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations in an amount sufficient to cover three months service under this Precedent Agreement and the FTS-WD-2 Agreement; or

(ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a financial institution acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement and the FTS-WD-2 Agreement ("Credit Support") for the entire term of this Precedent Agreement and the FTS-WD-2 Agreement, as may be extended from time to time, and in either case equal to cover three months service due from Shipper for the Contract MDQ under the FTS-WD-2 Agreement during the term of this Precedent Agreement and the FTS-WD-2 Agreement, as may be extended from time to time.

(C) At any time while either this Precedent Agreement or the Primary Term of the FTS-WD-2 Agreement is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) any financial institution that is supporting a letter of credit in favor of Transporter in accordance with Section 1(B)(ii) hereof is no longer reasonably acceptable to Transporter, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative credit support in accordance with either Section 1(B)(i) or Section 1(B)(ii).

(D) For any irrevocable standby letter of credit that is provided to Transporter pursuant to

Section 1(B)(ii) (any such letter of credit, “Shipper’s Letter of Credit”), such Shipper’s Letter of Credit shall permit partial draws and shall have an expiry date no sooner than the shorter of (i) twelve (12) calendar months after issuance thereof and (ii) thirty (30) days after the end of the term of the Precedent Agreement and the Primary Term of the FTS-WD-2 Agreement. With respect to any Shipper’s Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and the Primary Term of the FTS-WD-2 Agreement. All extensions, amendments and replacements of any Shipper’s Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper’s Letter of Credit, or in a form otherwise reasonably satisfactory to Transporter; provided, however, that any automatic renewal or extension of Shipper’s Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper’s obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Shipper’s Letter of Credit upon: (a) failure to make payment when due under either this Precedent Agreement or the FTS-WD-2 Agreement; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper’s Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper’s Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper’s Letter of Credit, in which case the amount drawn shall be returned to Shipper; provided, however, that if Transporter incurs any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under either this Precedent Agreement or the FTS-WD-2 Agreement, such monies shall be applied against the same. If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement Shipper’s Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper’s Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper’s Letter of Credit. Shipper’s Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which both the Precedent Agreement and the Primary Term of the FTS-WD-2 Agreement have terminated or expired and (ii) the date on which all of Shipper’s performance and payment obligations under the Precedent Agreement and the FTS-WD-2 Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

(E) Credit Support in the form of a cash deposit or proceeds from draws under Shipper’s Letter of Credit shall first be applied to the non-payment that triggered the use of the credit support by Transporter and then may be applied by Transporter, in its sole discretion, against any losses, costs, expenses or damages as a result of a breach by Shipper of any of its obligations (including a breach arising out of the termination or rejection of either the Precedent Agreement or the FTS-WD-2 Agreement under the U.S. Bankruptcy Code or other applicable insolvency legal requirements) under either the Precedent Agreement or the FTS-WD-2 Agreement for which Transporter is legally entitled to receive payment. If drawn in part or in whole, Shipper shall within eight (8) business days thereafter provide a replacement Shipper’s Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper’s Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper’s Letter of Credit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(i) or Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), Shipper's Guaranty, Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper or Shipper's Credit Support provider within five (5) business days after written demand is received by Transporter; provided, however, that the provisions of Section 1(B) shall again apply should Shipper fail to be "Creditworthy" at any time thereafter.

(G) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any Credit Support in the form of a Guaranty or cash deposit held by Transporter shall terminate automatically and be returned to Shipper on or before the thirtieth (30th) day after the date on which all of Shipper's payment obligations under the FTS-WD-2 Agreement (through its Primary Term) (including, without limitation, any damages arising therefrom) have been fulfilled.

(H) Except to the extent of any amounts paid to the Transporter, the use, application or retention of Credit Support, or any portion thereof, by Transporter shall not (subject to any applicable limitations on damages to which Transporter has agreed in writing) prevent Transporter from exercising any other right or remedy provided under the Precedent Agreement, the FTS-WD-2 Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC  
1300 Main St.  
Houston, Texas 77056-5306  
Attention: Manager – Interstate Credit Risk

with copy to:

Florida Gas Transmission Company, LLC  
1300 Main St.  
Houston, Texas 77056-5306  
Attention: Commercial Operations

Shipper: Entergy Louisiana, LLC  
c/o Entergy Services, Inc.  
Attn: Vice President, System Planning  
10055 Grogans Mill Road, Suite 300  
The Woodlands, TX 77380  
Facsimile number: (281) 297-3929

with a copy to:

Entergy Services, Inc.  
Attn: Assistant General Counsel  
10055 Grogans Mill Road, Suite 300  
The Woodlands, TX 77380  
Facsimile number: (281) 297-3947

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS CREDIT AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS OR MONTGOMERY COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT, THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS-WD-2 Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS-WD-2 Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS-WD-2 Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. Counterparts. This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

**Florida Gas Transmission Company, LLC**

**Entergy Louisiana, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: : \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

August 9, 2019

Mr. David Sommer  
Entergy Louisiana, LLC  
c/o Entergy Services, Inc.  
10055 Grogans Mill Road, Suite 300  
The Woodlands, TX 77380

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-WD-2, Contract No. \_\_\_\_\_

Dear Mr. David Sommers:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 21<sup>st</sup> day of August, 2019 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Entergy Louisiana, LLC (“ELL” or “Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated July 26, 2018 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-WD-2 (“Service Agreement”).

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Service Agreement and/or in Transporter’s FERC Gas Tariff (which includes without limitation the rate schedules, General Terms and Conditions (GT&C), and forms of service agreement), as amended from time to time (“Tariff”).

1. Negotiated Rates: During the term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, the negotiated rate of a combined reservation fee and usage fee of \$.075 per MMBtu per day times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable current and future surcharges (hereinafter referred to as the “Negotiated Rate”).
2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the primary receipt and primary delivery points and all alternative receipt and delivery points located in Transporter’s Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference,

if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.

3. Effect of Negotiated Rate: Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. No Refund Obligations: If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
5. Transporter's Tariff: Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.
6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term.
7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. This Agreement and the Negotiated Rate set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management

if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

- 8. Entire Agreement: This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.
- 9. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

If the foregoing accurately sets forth your understanding of the matters covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

Florida Gas Transmission Company, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED TO:

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Entergy Louisiana, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Manager, Fossil Fuel Supply  
Assistant General Counsel